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20 INC.; COMMONWEALTH LAND TITLE INSURANCE
21 COMPANY; CHICAGO TITLE INSURANCE
22 COMPANY; FIDELITY NATIONAL TITLE
23 INSURANCE COMPANY; FIDELITY NATIONAL
24 TITLE AGENCY OF NEVADA, INC. and CHICAGO
25 TITLE OF NEVADA, INC.

26 **UNITED STATES DISTRICT COURT**

27 **DISTRICT OF NEVADA**

28 BANK OF AMERICA, N.A., AS
29 SUCCESSOR BY MERGER TO BAC HOME
30 LOANS SERVICING, LP,

31 Plaintiff,

32 vs.

33 FIDELITY NATIONAL TITLE GROUP,
34 INC., et al.,

35 Defendants.

Case No.: 2:21-cv-00399-JAD-NJK

**STIPULATION AND ORDER TO
TOLL DEFENDANTS' DEADLINE TO
FILE RESPONSE TO COMPLAINT**

(FIRST REQUEST)



1 Plaintiff Bank of America, N.A. (“BANA”) and Defendants Fidelity National Title Group,
 2 Inc., Commonwealth Land Title Insurance Company, Chicago Title Insurance Company, Fidelity
 3 National Title Insurance Company, Fidelity National Title Agency of Nevada, Inc., and Chicago
 4 Title of Nevada, Inc., (collectively, “Defendants,” and with BANA, the “Parties”), by and through
 5 their counsel of record, hereby stipulate and agree as follows:

6 **WHEREAS**, on March 9, 2021, BANA filed its Complaint in the Eighth Judicial District
 7 Court, Case No. A-21-830781-C [ECF No. 1-1];

8 **WHEREAS**, on March 9, 2021, Fidelity National Title Insurance Company, Chicago Title
 9 Insurance Company, and Commonwealth Land Title Insurance Company filed a Petition for
 10 Removal to this Court [ECF No. 1];

11 **WHEREAS**, on April 8, 2021, BANA filed a Motion for Remand [ECF No. 9];

12 **WHEREAS**, on April 8, 2021, BANA filed a Motion for Costs and Fees [ECF No. 10];

13 **WHEREAS**, on April 8, 2021, an amended removal petition was filed [ECF No. 11];

14 **WHEREAS**, on April 22, 2021, this Court granted the Parties’ stipulation to stay the case
 15 pending the appeal in *Wells Fargo Bank, N.A. v. Fidelity National Title Ins. Co.*, Ninth Cir. Case
 16 No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC) (the “*Wells Fargo II Appeal*”
 17 [ECF No. 16];

18 **WHEREAS**, Defendants’ time to oppose the motion to remand, to oppose the motion for
 19 fees, and to file responsive pleadings had not yet expired;

20 **WHEREAS**, on December 29, 2021, BANA filed a motion to lift stay and reopen this case,
 21 and to reactivate the motion for remand [ECF No. 30];

22 **WHEREAS**, on December 30, 2021, Defendants filed a joinder to BANA’s motion [ECF
 23 No. 31];

24 **WHEREAS**, on January 25, 2022, the Court granted the motion to lift stay in part, ordering
 25 the stay lifted and further ordering BANA to refile its motion to remand by February 11, 2022;

26 **WHEREAS**, the parties previously stipulated to toll the deadline for a responsive pleading
 27 [ECF No. 28], but that stipulation was denied [ECF No. 29]. The Court’s January 25, 2022 minute



1 order advised that if the Parties still agreed on that stipulation, they should file a new stipulation on
2 this point now that the case has reopened to toll the deadline for a responsive pleading.

3 **WHEREAS**, the parties agree that the interests of efficiency and judicial economy are best
4 served by staying discovery in this case until the Court's ruling on the remand motion.

5 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
6 stipulate and agree as follows:

7 [TEXT CONTINUED ON FOLLOWING PAGE]

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1 1. The Parties stipulate and agree that, in the interests of judicial economy, the deadline
2 to file a responsive pleading to the Complaint will continue to be tolled and will be reset, if
3 necessary, by agreement of the parties following the Court's ruling on the remand motion.

4 2. The Parties stipulate and agree that, in the interests of judicial economy, discovery
5 in this case will continue to be stayed until the Court's ruling on the remand motion.

6 **IT IS SO STIPULATED.**

7 Dated: February 11, 2022

EARLY SULLIVAN WRIGHT
GIZER & McRAE LLP

8
9 By: /s/-- Scott E. Gizer

SCOTT E. GIZER
SOPHIA S. LAU

10
11 Dated: February 11, 2022

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

12 By: /s/-- Michael R. Merritt

13 MICHAEL R. MERRITT

14 Attorneys for Defendants FIDELITY NATIONAL
15 TITLE GROUP, INC.; COMMONWEALTH
16 LAND TITLE INSURANCE COMPANY;
17 CHICAGO TITLE INSURANCE COMPANY;
18 FIDELITY NATIONAL TITLE INSURANCE
19 COMPANY; FIDELITY NATIONAL TITLE
20 AGENCY OF NEVADA, INC. and CHICAGO
21 TITLE OF NEVADA, INC.

22
23 Dated: February 11, 2022

WRIGHT FINLAY & ZAK, LLP

24 By: /s/-Darren T. Brenner

25 DARREN T. BRENNER

26 Attorneys for Plaintiff BANK OF AMERICA, N.A.

27 **IT IS SO ORDERED:**

28 Dated: 2/18/2022

By: 

JENNIFER A. DORSEY
UNITED STATES DISTRICT JUDGE

